

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 29/01/2025

Certificate No. G0292025A6289



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 127385976



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Umesh Kumar

H.No/Floor : 903

Sector/Ward : 4

LandMark : Devika apartment

City/Village : Ghaziabad

District : Ghaziabad

State : Uttarpradesh

Phone: 95*****56

Others : Renu bala



Buyer / Second Party Detail

Name : Priya Kumar

H.No/Floor : 1504

Sector/Ward : 72

LandMark : Tower 1 tata parimanti

City/Village: Gurgaon

District : Gurgaon

State : Haryana

Phone : 95*****56

Others : Durga srivastava

Purpose : Agreement to sell to be submitted at concerned

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

AGREEMENT TO SELL AND PURCHASE

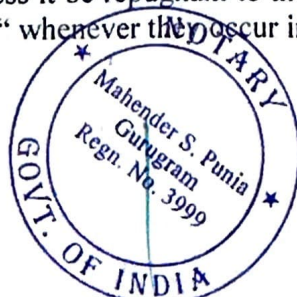
This deed of agreement to sell is executed at Gurugram on this 29th day of Jan, 2025 between Mr. Umesh Kumar S/O Mr. Baldev Raj, (Aadhar No. 7820 0079 7161, Pan No. AASPK3666L) R/O 903 Devika Apartments, Vaishali Sector 4 I.E. Sahibabad, Ghaziabad, Uttar Pradesh – 201010 And Mrs. Renu Bala W/O Mr. Umesh Kumar (Aadhar No. 2759 2925 2479, Pan No. AGAPA0024C) R/O 903 Devika Apartments, Vaishali Sector 4 I.E. Sahibabad, Ghaziabad, Uttar Pradesh – 201010. hereinafter called the "Vendor" of the FIRST PART.

AND

Mrs. Priya Kumar C/O Mr. Kumar Binit (Aadhar No.8647 4568 7003, Pan No. AVSPK3123D)R/O Tower – 1/1504, Primanti, Southern Peripheral Road Sector 72, Fazilpur, Gurgaon, Haryana – 12210, And Mrs. Durga Srivastava W/O Mr. Vijay Kumar Srivastava (Aadhar No. 6514 1486 0933, Pan No. CSQPS5920R) R/O R/3B, Balair Apartments, Main Road, Opp Gel Church Complex Ranchi G.P.O, Ranchi Jharkhand 834001 Hereinafter Jointly called the "Vendee of the SECOND PART.

Which expression shall unless it be repugnant to the context of meaning hereof, the terms " The Vendor" and " The Vendee " whenever they occur in the body of the agreement shall mean and

(Signature of Vendor)
(Signature of Vendee)



Priya Kumar

include their respective heirs , successors , legal representatives , administrators, executors, attorneys, assigns, nominees etc . **RESIDENTIAL APARTMENT NO. 4A, Building 5, THE LEAF, Sector 85 , Gurgaon Haryana 122004, HAVING ITS SUPER AREA 2812 SQ. FT., with Two reserved Car Parking Slot no. _____ in Project SITUATED IN THE RESIDENTIAL COLONY KNOWN AS SS City THE LEAF, Sector 85 , Gurgaon Haryana 122004** The Vendor and The Vendee shall hereinafter be referred to as the "Parties". WHEREAS The Vendors are the absolute and legal allottee of the (hereinafter referred to "The Said Property") belonging to SS Group PVT. LTD. (hereinafter referred to as Developer) situated in Gurgaon (hereinafter referred to as "the said property") vide Builder Buyer Agreement dated 12-12-13.

AND WHEREAS the Vendor has agreed to sell and the Vendee has agreed to acquire. all right. title and interest of the Vendor in the said property for a total consideration of **Rs. 26600000/- (Rupees: ~~Three~~ ^{Two} Crore Six Lacs Only)** AND WHEREAS the parties hereto have agreed to reduce into writing the terms and conditions on which the Vendor has agreed to sell and the Vendee has agreed to purchase and acquire the right, title and interest of the Vendor in the said property.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

The Vendor for his/her own Bonafide needs and requirements hereby agrees to sell , assign , nominate , transfer and convey all the right, title, liens and interest of the Vendor in the said property referred to as the "Parties". WHEREAS The Vendors are the absolute and legal allottee of the **RESIDENTIAL APARTMENT NO. 4A, Building 5, THE LEAF, Sector 85 , Gurgaon Haryana 122004, HAVING ITS SUPER AREA 2812 SQ. FT., with Two reserved Car Parking Slot no. _____ in Project SITUATED IN THE RESIDENTIAL COLONY KNOWN AS SS City THE LEAF, Sector 85 , Gurgaon Haryana 122004** belonging to SS Group PVT. LTD., situated at Gurgaon in the same set of buildings and all the right of Vendor as to use occupation and enjoyment and ownership of the said property for a total consideration **Rs. 26600000/- (Rupees: ~~Three~~ ^{Two} Crore Six Lacs Only)** This total consideration includes Basic Sale Price, IFMS, PLC (Preferential Location Charges), EDC (External Development Charges), IDC (Internal Development Charges), Car Parking, Transfer Charges, Service tax/GST demanded till now by developer. This total consideration to be paid as below:

1. That Vendee is making the advance payment of **Rs. 5000000/- (Rupees: Fifty Lacs Only)** in the following description:-

Sr. No.	Cheque N/ Cash	Date	Amount	Bank Name	Favouring
1	IMPS 50042018 8226		50,000/-	HDFC BANK	UMESH KUMAR
2	N0062534 94927639	06-01-25	100000/-	HDFC BANK	UMESH KUMAR
3	N0062534 94917766	06-01-25	50000/-	HDFC BANK	UMESH KUMAR

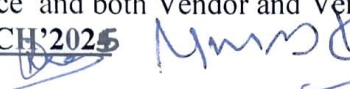


Handwritten signature of Vendor
Handwritten signature of Vendee

Handwritten signature of Umesh Kumar

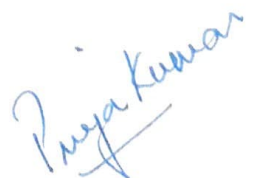
4	HDFCR52 02501298 5318538	29-01-25	1400000/-	HDFC BANK	UMESH KUMAR
5	HDFCR52 02501298 5318478	29-01-25	1400000/-	HDFC BANK	UMESH KUMAR
	CASH		28,00,000/-		
TOTAL			56,00,000/- 30,00,000/-		

And the Vendor acknowledges receipt subject to clearance of cheques.

2. Last date of Balance Payment of Rs ~~2,56,00,000/-~~ ^{Sixty} ~~Two Crore Fifty Six~~ Lacs Only/-) shall be paid by the vendee to vendor at the time of Registration of Property in name of Vendee at Registrar Office and both Vendor and Vendee agreed to get it to be Registered on or before 10TH MARCH 2025 
3. That the Vendee shall deduct ____% (_____) TDS as per law from the total sale consideration and deposit the same in government account against the PAN of Vendor. This amount shall be deducted from the total sale consideration of the Property. After Depositing the TDS Vendee will handover Challan to the Vendor.
4. **The Vendor has represented to the Buyer:**
 - a) That notwithstanding anything herein contained, vendorr has not done or committed or omitted to do any act, deed matter or thing whereby the ownership or possession of the said property by the Vendor may be rendered illegal and/or unauthorized for any reason or on any account.
 - b) That the Vendor has not entered into a similar agreement with any other party and to disclose and show to Buyer all property documents at time of agreement to sell.
 - c) That, the said property hereby agreed to be sold is free from any encumbrance, sale, dispute, litigation, lien, Court injunctions, attachments, disputes, gifts, wills, exchange, acquisition, requisition, decree, lease, notices, claims, demands, trust, notice or notification of acquisition and otherwise hold good marketable title and the Vendor is lawfully entitled to sell the said property to the Vendee.
 - d) That the Vendor hereby understands that the Vendee is taking bank loan to purchase the said property. The Vendor assures in all aspects to the Vendee that all the property documents pertaining to said property are complete and also assures full coordination in providing all the documents of the said property and also if any personal document of Vendor required by the bank/ statutory authority as per the legal requirement, the Vendor shall have to provide the same.

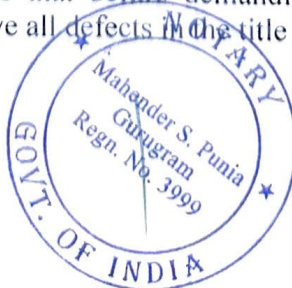




5. That the Vendor hereby agrees to indemnify the Vendee against all losses, demands, claims, damages, charges, house tax etc. if any raised against the said property, pertaining upto the date of Transfer in the records of Developer office.
6. That the Vendor shall sign and execute all such documents as may be required and necessary in connection with Transfer of the said property and the rights, titles and interests involved thereof, in favour of the Vendee in the records of the Developer office at the time of full and final payment. All the Original Documents Pertaining The Said Property will be Handed over by Vendor to the Vendee at the Time Of Transfer of Property after full and Final Payment at the Developer Office. Original registered document with SS Group PVT. LTD in the name of the Vendor will be handed over by the vender to the Vendee at the time of Transfer of property after Full & Final payment at the Developer office.
 1. Allotment Letter original.
 2. Builder Buyer Agreement original.
 3. Account Statement (Builder)
 4. Possession letter original.
 5. Conveyance Deed.
7. That any interest, Taxes, dues, House tax, charges to be paid to developer till date of Transfer shall be borne by Vendor.
8. Transfer Charges shall be borne by vendor only.
9. That the additional cost for any Registration related charges, stamp duty, registration fees and any other charges levied by developer after transfer of property shall be borne by the Vendee.
10. That the Vendee shall deduct 1% TDS from the total sale consideration and deposit the same in government account against the PAN of Vendor . This amount shall be deducted from the total sale consideration of the property
11. That for the time being the essence of the agreement and in case the Vendor fails to execute the requisite documents to nominate the Buyer in the Builder/Registrar office, and Registration the said rights, title and interest in the Property in favour of Vendee as stipulated above for **Reasons Within their Control**, then the Vendee shall enforce this agreement through Specific Performance of contract Agreement in Court of Law at the cost and expense of the Vendor or shall receive double of advance money paid to Vendor or at the sole discretion of the Vendee. That if the Vendee fails to complete the transaction for **Reasons Within their Control**, the Vendor shall have right to forfeit the advance money paid by the Vendee.
12. That in case of any defect is detected in the title of the said said property or the Vendor, the Vendee shall be entitled to call upon the Vendor to rectify the defect. It is agreed and understood between the parties that before demanding the balance consideration the Vendor shall be bound to remove all defects in the title pointed out by the Vendee.

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[Handwritten signature]



[Handwritten signature]

13. That subject to the terms, condition & exceptions listed above the agreement to sell is binding & irrevocable.
14. If any dispute arises in between the parties the same shall be referred to the honourable court having jurisdiction in subject to Jurisdiction of Courts at Gurgaon alone Gurgaon, Haryana.
15. For avoidance of doubt, Munish Johri accepts and undertakes being the intermediary consultant involved in the deal and assures the parties to this agreement to have validated the credentials of the First Party and Second Party and being comfortable with the title rights of the First Party. Munish Johri agreed to facilitate and close the transfer within the period agreed in this agreement and in acceptance signs off as a witness to this agreement.
16. This transaction has been done through Munish Johri, Gurgaon. Who are entitled to get the commission @1% as applicable from each side.

IN WITNESS HEREOF, the parties have executed this agreement, with full knowledge of its content and significance and intending to be legally bound by the terms hereof the day of signature and execution.

Date: _____

Place: _____

WITNESSES:


1.

(Vendor)



2.

(Vendee)



29 JAN 2025

ATTESTED
MAHENDER S. PUNIA
ADVOCATE & NOTARY
Distt. Gurugram (Haryana) India

